

TRANSPORTATION, STORAGE AND BALANCING SERVICE CONTRACT

This Transportation, Storage and Balancing Service Contract ("Contract") is made and entered into this 14th day of February, 2002, by and between The Peoples Gas Light and Coke Company ("Company") and Southeast Chicago Energy Project, LLC ("Customer").

WITNESSETH:

WHEREAS, Customer is constructing a natural gas powered electric generation peaking facility in Company's service territory;

WHEREAS, Company is engaged in the business of purchasing, selling, distributing and transporting gas in Chicago, Illinois and is a public utility subject to the provisions of the Public Utilities Act of Illinois;

WHEREAS, Customer wishes to be a gas service customer of Company at the Delivery Point specified in this Contract;

WHEREAS, Customer wishes Company to store Customer-owned gas on Customer's behalf, to provide a balancing service and to transport Customer-owned gas to the Delivery Point; and

WHEREAS, Company is willing to perform such storage, balancing and transportation services as provided in this Contract;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Contract, Company and Customer agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms, where used in this Contract, and in all forms, exhibits, appendices and amendments to this Contract, shall have the following meanings:

1. "AMIP" shall have the meaning set forth in Rider TB or its successor of Company's Schedule of Rates or any successor price or mechanism, as such may be

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revised by Company from time to time. Rider TB, its successor and any successor price or mechanism, as such may be revised by Company from time to time, to the extent required to define AMIP, are incorporated in and made a part of this Contract by reference.

2. "Average AMIP" shall have the meaning ascribed to it in Article XX.3.
3. "Authorized Overtake Gas" shall mean Company-owned gas that Company agrees, in accordance with this Contract, to deliver and sell to Customer.
4. "Business Day" shall mean those days on which Company is open for the conduct of business with the public, and each such Business Day shall commence at 8:00 a.m. Central Time and end at 5:00 p.m. Central Time.
5. "Central Time" shall mean the prevailing time in the Central Time Zone.
6. "Commission" shall mean the Illinois Commerce Commission and any successor to that agency.
7. "Company Pooling Point" shall mean the paper point administered by Company at which Company accounts for receipts of gas delivered or caused to be delivered by shippers using any Transporter and designating such point as the receipt point.
8. "Contract Term" shall mean the time period set forth in Article II.1.
9. "Contract Year" shall mean the twelve-Month period beginning each May 1 during the Contract Term.
10. "Critical Day" shall mean a Gas Day declared by Company to be critical, by notice on its electronic bulletin board prior to the applicable nomination deadline set forth in Article XI, whenever Company determines that any one or more of the five following conditions occurs or is expected to occur:
 - a. when Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities;
 - b. when transmission system pressures or other unusual conditions jeopardize the operation of Company's system;
 - c. when Company's transmission, storage and supply resources are being used at or near their maximum rated deliverability;

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d. when any of Company's transporters or suppliers call the equivalent of a critical day;

e. when Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of Company's system.

Company shall designate each Critical Day as a Critical Supply Shortage Day or a Critical Supply Surplus Day.

11. "Critical Supply Shortage Day" shall mean a Critical Day on which Company anticipates requirements in excess of supply.

12. "Critical Supply Surplus Day" shall mean a Critical Day on which Company anticipates supply in excess of requirements.

13. "Customer Plant" shall mean the power generation facility, owned and operated by Customer, located or to be located in Chicago, Illinois.

14. "Daily Excess Injection Charge" shall mean the charge per therm assessed in accordance with Articles VI.3 and VIII.13.

15. "Daily Price, Common Low" shall mean the price published in "Gas Daily" under the headings Citygates, Chicago-LDCs, large e-us, Common (low price in the range) on the Gas Day of flow, or any successor index published in "Gas Daily," for the Gas Day of Flow, converted to a price per therm. If the Daily Price, Common Low is not published for the Gas Day of flow, then the Daily Price, Common Low shall be the first such published price following the Gas Day of flow.

16. "Daily Price" shall mean the price set forth in "Gas Daily" under the heading Daily Price Survey, Chicago-LDCs, large e-us, Midpoint, or any successor index published in "Gas Daily," for the Gas Day of flow, converted to a price per therm. If the Daily Price is not published for the Gas Day of flow, then the Daily Price shall be the first such published price following the Gas Day of flow.

17. "Delivery Point" shall mean the Company's meter or meters serving the Customer Plant.

18. "Excess Storage Gas" shall have the meaning set forth in Article VI.5.

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19. "FERC" shall mean the Federal Energy Regulatory Commission and any successor to that agency.
20. "FERC Gas Tariff" shall mean any Transporter's FERC Gas Tariff on file and in effect, as revised from time to time, with the FERC.
21. "Firm" shall mean that service provided by Company to Customer may not be interrupted by Company except as permitted by this Contract.
22. "First of Month Index" shall mean the price first published each month in "Natural Gas Intelligence Weekly Gas Price Index" under the headings Spot Gas Prices, Bidweek, Chicago Citygate, Avg. or any successor to that index.
23. "Gas Charge" shall mean the cents per therm amount set forth as the Gas Charge applicable for a specified Month in Company's monthly Gas Charge filing with the Commission pursuant to Rider 2 or its successor of Company's Schedule of Rates or any successor price or mechanism, as such may be revised by Company from time to time. Rider 2, its successor and any successor price or mechanism, as such may be revised by Company from time to time, to the extent required to determine the Gas Charge, are incorporated in and made a part of this Contract by reference.
24. "Gas Day" shall have the meaning ascribed to it in Company's Schedule of Rates.
25. "Interconnection Agreement" shall mean the Interconnection Agreement between Company and Customer, dated as of the date of this Contract, pursuant to which Company shall construct certain facilities, and be reimbursed by Customer, in order to provide certain services to the Customer Plant.
26. "Interruptible" shall mean that Company may, for any reason or no reason, decline to schedule service to Customer pursuant to Article V.3 by providing notice of interruption to Customer by electronic mail or facsimile two (2) hours prior to any nomination deadline set forth in Article XI.
27. "Intra-Day 1 Nomination" shall have the meaning ascribed to such term in Article XI.4.
28. "Intra-Day 2 Nomination" shall have the meaning ascribed to such term in Article

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XI.4.

29. "Maximum Daily Injection Quantity" or "MDIQ" shall mean the maximum quantity of gas on any Gas Day that Company shall be obligated to accept from Customer for delivery into Customer's Storage Account when Customer's consumption is less than Customer's deliveries of Customer-owned gas to the Receipt Point(s), provided such deliveries in excess of consumption were not delivered to a Restricted Receipt Point. The MDIQ shall be the quantity set forth in Article IV.3.

30. "Maximum Daily Quantity" or "MDQ" shall mean the maximum quantity of gas that Company shall be obligated to transport on Customer's behalf on any Gas Day. The MDQ shall be the quantity set forth in Article IV.2.

31. "Maximum Daily Withdrawal Quantity" or "MDWQ" shall mean the maximum quantity of gas on any Gas Day that Company shall be obligated to deliver to Customer from Customer's Storage Account when Customer's consumption is greater than Customer's deliveries of Customer-owned gas to the Receipt Point(s). The MDWQ shall be the quantity set forth in Article IV.4.

32. "Maximum Hourly Quantity" or "MHQ" shall mean the maximum quantity that Company shall be obligated to transport on Customer's behalf in any hour on any Gas Day. The MHQ shall be the quantity set forth in Article IV.1.

33. "Maximum Storage Quantity" or "MSQ" shall mean the maximum quantity of gas that Company is required to store on Customer's behalf. The MSQ shall be the quantity set forth in Article IV.5.

34. "Month" shall mean, when capitalized, a calendar month. The terms "month" and "monthly," when in lower case, shall have the meanings ascribed to them in Company's Schedule of Rates.

35. "Non-Critical Day" shall mean any Gas Day that is not a Critical Day.

36. "Non-Summer Period" shall mean the months of October, November, December, January, February, March, April and May.

37. "Receipt Point(s)" shall mean any interconnection between Company's facilities and the facilities of any Transporter and shall include the Company Pooling Point.

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Where required by the context, the term "Receipt Point(s)" shall include Restricted Receipt Point(s).

38. "Restricted Receipt Point(s)" shall mean any interconnection between Company's facilities and the facilities of ANR Pipeline Company and any interconnection between Company's facilities and the facilities of Alliance Pipeline L.P.

39. "Schedule of Rates" shall mean Company's Schedule of Rates for Gas Service on file and in effect, as revised from time to time, with the Commission.

40. "Storage Account" shall mean, for administrative purposes, the account maintained by Company to account for deliveries of Customer-owned gas in excess of Customer's requirements under this Contract. In no event shall the quantity of gas accounted for in the Storage Account ever be less than zero (0).

41. "Summer Period" shall mean the months of June, July, August and September.

42. "Transporter" shall mean the pipeline or pipelines that transport Customer's Customer-owned gas to the Receipt Point(s).

43. "Unauthorized Use Charge" shall mean the charge per therm assessed in accordance with Articles V.5, VI.4, VIII.9 and VIII.10.

ARTICLE II TERM

1. Subject to the terms and conditions of this Contract, this Contract shall be effective for a term commencing upon execution and ending April 30, 2007, inclusive of the commencement and ending dates.

2. Upon termination of this Contract for any reason, if Customer enters into a new contract with Company for the transportation and storage of Customer-owned gas or applies for such service pursuant to Company's Schedule of Rates within thirty (30) days of the termination of this Contract, Company and Customer agree that any gas accounted for in Customer's Storage Account under this Contract shall, as of the effective date of the successor contract, be deemed transferred to the storage account or bank under such successor contract.

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**ARTICLE III
CONDITIONS PRECEDENT**

1. The effectiveness of this Contract is specifically made contingent upon the Commission's approval of this Contract and the Interconnection Agreement in substantially the same form submitted by Company without imposing terms or conditions with respect to such approval that are unacceptable to Customer or Company, respectively, in its sole discretion. If such approval is not received on or before September 1, 2002, then this Contract shall be void and of no force or effect, and there shall be no liability on the part of either party except as further provided in the Interconnection Agreement.
2. The effectiveness of this Contract is specifically made contingent upon (a) construction of the Customer Plant and completion of interconnection facilities pursuant to the Interconnection Agreement on or before September 1, 2002, and (b) execution by Customer and its counterparty of an agreement providing for fuel supply and management related to the Customer Plant (the "Fuel Supply and Management Agreement") on or before May 1, 2002. In the event that any of the conditions precedent set forth in this Section are not satisfied, then Customer may terminate this Agreement on five (5) days advance written notice.

**ARTICLE IV
QUANTITY**

1. The Maximum Hourly Quantity ("MHQ") shall be forty thousand (40,000) therms.
2. The Maximum Daily Quantity ("MDQ") shall be nine hundred sixty thousand (960,000) therms.
3. The Maximum Daily Injection Quantity ("MDIQ") shall be three hundred twenty thousand (320,000) therms.
4. The Maximum Daily Withdrawal Quantity ("MDWQ") shall be three hundred twenty thousand (320,000) therms.
5. The Maximum Storage Quantity ("MSQ") shall be three million two hundred

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thousand (3,200,000) therms.

6. The parties, upon prior written agreement, may revise the MHQ, MDQ, MDIQ, MDWQ or MSQ; provided, nothing in this Article IV.6 shall obligate either party to agree to a revised MHQ, MDQ, MDIQ, MDWQ or MSQ, and the parties acknowledge that such revisions may be accompanied by revisions to other terms and conditions in this Contract.

ARTICLE V TRANSPORTATION SERVICE

1. Company shall, on any Gas Day during the Summer Period, transport from the Receipt Point(s) and/or the Storage Account to the Delivery Point on a Firm basis Customer-owned gas up to the MDQ, subject to the limitations, including the MHQ, set forth in this Contract.

2. Company shall, on any Gas Day during the Non-Summer Period, transport from the Receipt Point(s) to the Delivery Point on a Firm basis Customer-owned gas up to the MDQ, subject to the limitations, including the MHQ, set forth in this Contract.

3. Company shall, on any Critical Supply Surplus Day during the Non-Summer Period, transport from the Storage Account to the Delivery Point on a Firm basis Customer-owned gas up to the MDWQ, subject to the limitations, including the MHQ, set forth in this Contract. Company shall on any Non-Critical Day during the Non-Summer Period and on any Critical Supply Shortage Day during the Non-Summer Period, transport from the Storage Account to the Delivery Point on an Interruptible basis Customer-owned gas up to the MDWQ, subject to the limitations, including the MHQ, set forth in this Contract.

4. Notwithstanding anything in this Article V, Company may transport from the Receipt Point(s) and/or the Storage Account to the Delivery Point quantities of Customer-owned gas in amounts in excess of the MDQ upon prior written agreement of Company and Customer. Any such quantities of Customer-owned gas shall be paid for at the rate set forth in Article VIII.2.

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5. Except upon prior written agreement of the parties in accordance with Article V.6, Company shall have no obligation to deliver and sell Authorized Overtake Gas to Customer. Absent such prior written agreement, any Company-owned gas taken by Customer shall be deemed unauthorized use of gas service and shall be paid for by Customer at the rate set forth in Article VIII.10.

6. Notwithstanding anything to the contrary in this Article V, upon prior request by Customer and acceptance of such request by Company, Company may deliver and sell Authorized Overtake Gas to Customer. Customer must request and nominate Authorized Overtake Gas in accordance with the procedures and deadlines set forth in Article XI; provided, such nomination may only be made on a Business Day. Customer shall pay for any such quantities of Authorized Overtake Gas at the rate set forth in (a) Article VIII.11(a) for Authorized Overtake Gas nominated at the nomination deadline set forth in Article XI.1 or XI.4(a), or (b) Article VIII.11(b) for Authorized Overtake Gas nominated at the deadline set forth in Article XI.4(b). On any Gas Day, if any Authorized Overtake Gas is delivered pursuant to this Article V.6 that exceeds Customer's consumption on such Gas Day, then such Authorized Overtake Gas shall be accounted for in the Storage Account pursuant to Article VI.

ARTICLE VI STORAGE AND BALANCING SERVICES

1. Subject to Article VI.5, on any Gas Day that Customer delivers Customer-owned gas to the Receipt Point(s), excluding any Restricted Receipt Point, that differs from Customer's consumption on such Gas Day, Company shall account for such difference in the Storage Account.

2. On any Gas Day that Customer delivers Customer-owned gas to a Restricted Receipt Point, Company is ready and able to transport such gas to the Delivery Point and such gas is not consumed by Customer on such Gas Day, Company shall purchase such gas at the price set forth in Article VIII.14.

3. Company shall have no obligation under this Contract on any Gas Day to accept receipts of gas from Customer to be accounted for in the Storage Account in an amount

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exceeding the MDIQ. Any such receipts in excess of the MDIQ shall be paid for at the rate set forth in Article VIII.13.

4. Company shall have no obligation under this Contract on any Gas Day to deliver gas to Customer from the Storage Account in an amount exceeding the lesser of the amount of gas accounted for in the Storage Account on such Gas Day or the MDWQ. Any such deliveries in excess of the MDWQ shall be deemed unauthorized use of gas service and shall be paid for by Customer at the rate set forth in Article VIII.10.

5. Company shall have no obligation under this Contract to store gas for Customer in excess of the MSQ. Any Customer-owned gas and/or Authorized Overtake Gas delivered to and stored by Company that results in Customer's Storage Account balance exceeding the MSQ shall be deemed Excess Storage Gas on each Gas Day that the Storage Account balance exceeds the MSQ, and Customer shall pay for the difference between the Storage Account balance for such Gas Day and the MSQ at the rate set forth in Article VIII.12. Customer may offer to sell and Company may agree to purchase, each in its sole discretion, all or part of any quantity of gas that would otherwise be deemed Excess Storage Gas. The price for any such gas shall be the lesser of (a) the Daily Price minus two cents (\$0.02) per therm, or (b) the Gas Charge on file with the Commission and in effect for the Month of the sale minus two cents (\$0.02) per therm. Upon such agreement, confirmed in writing within one (1) Business Day of the agreement, the sale and purchase shall occur in accordance with terms of the agreement and no payment pursuant to Article VIII.12 shall apply to the quantity of gas so sold and purchased. Neither party shall have any obligation to sell or purchase gas pursuant to this Article VI.5 absent prior written agreement.

ARTICLE VII LIMITATIONS ON THE RENDERING OF SERVICE

1. Company reserves the right to limit the daily and monthly amounts of Customer-owned gas delivered to the Receipt Point(s) on Customer's behalf when Customer's deliveries are excessive in relation to Customer's gas requirements and, in Company's

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sole judgment, may cause an adverse effect on Company's system operations. Company shall apply this Article VII and like provisions in its Schedule of Rates and other contracts for transportation, storage and balancing service on a non-discriminatory basis with due consideration given to Customer's rights and obligations under this Contract.

**ARTICLE VIII
RATE**

1. The rate under this Contract shall consist of the charges set forth in this Article VIII and applicable taxes and surcharges that Company is required to collect. Company shall bill Customer and Customer shall pay Company pursuant to the Terms and Conditions of Service set forth in Company's Schedule of Rates.
2. The per therm distribution charge, assessed monthly on each therm of gas delivered to Customer at the Delivery Point, shall be one cent (\$0.01) per therm.
3. The monthly storage and balancing charge shall be:
 - a. for each month during the Summer Period, one hundred two thousand dollars (\$102,000.00).
 - b. for each month during the Non-Summer Period, seventeen thousand dollars (\$17,000.00)
4. The daily storage and balancing charges shall be:
 - a. for deliveries to or from the Storage Account on any Gas Day in an amount less than or equal to an amount in therms of fifteen percent (15%) of the MDQ, there shall be no incremental charge.
 - b. for deliveries to or from the Storage Account on any Gas Day in excess of an amount in therms of fifteen percent (15%) of the MDQ but less than or equal to an amount in therms of twenty-five percent (25%) of the MDQ, one-half of one cent (\$0.005) per therm.
 - c. for deliveries from the Storage Account on any Gas Day in excess of an amount in therms of twenty-five percent (25%) of the MDQ but less than or equal to the MDWQ, two cents (\$0.02) per therm.

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- d. for deliveries to the Storage Account on any Gas Day in excess of an amount in terms of twenty-five percent (25%) of the MDQ but less than or equal to the MDIQ, two cents (\$0.02) per therm.
 - e. deliveries to the Storage Account on any Gas Day in excess the MDIQ are subject to Article VI.3.
 - f. deliveries from the Storage Account on any Gas Day in excess the MDWQ are subject to Article VI.4.
5. The monthly customer charge shall be eight thousand four hundred dollars (\$8,400.00).
6. The monthly administrative charge shall be sixty dollars (\$60.00).
7. The monthly daily demand measurement device charge shall be thirty-two dollars (\$32.00) per meter.
8. The annual minimum bill shall be seven hundred twelve thousand dollars (\$712,000.00). Distribution charge payments pursuant to Article VIII.2, monthly balancing and storage charge payments pursuant to Article VIII.3, daily storage and balancing charge payments pursuant to Article VIII.4 (subsections (b), (c) and (d)), monthly customer charge payments pursuant to Article VIII.5, monthly administrative charge payments pursuant to Article VIII.6 and monthly daily demand device charge payments pursuant to Article VIII.7 shall be credited to the minimum bill amount. In the last month of each Contract Year, if such credits do not equal or exceed the minimum bill amount, then Company shall invoice Customer for the shortfall.
9. The Unauthorized Use Charge shall be six dollars (\$6.00) per therm on a Critical Day and fifty cents (\$0.50) per therm on a Non-Critical Day.
10. The charge per therm for any Company-owned gas delivered on any Gas Day to Customer, except for any such quantities delivered pursuant to Article V.6, shall be the sum of: (a) the greater of (i) the Daily Price plus two cents (\$0.02), or (ii) the Gas Charge on file with the Commission and in effect for the Month of delivery plus two cents (\$0.02), (b) the charge set forth in Article VIII.2, and (c) the Unauthorized Use Charge.

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11. The charge per therm for any Company-owned gas delivered on any Gas Day to Customer: (a) pursuant to Article V.6(a) shall be the sum of: (A) the greater of (i) the Daily Price plus two cents (\$0.02), or (ii) the Gas Charge on file with the Commission and in effect for the Month of delivery plus two cents (\$0.02), and (B) the charge set forth in Article VIII.2; and (b) pursuant to Article V.6(b) shall be the sum of: (A) the greater of (i) the Daily Price plus five cents (\$0.05), or (ii) the Gas Charge on file with the Commission and in effect for the Month of delivery plus five cents (\$0.05), and (B) the charge set forth in Article VIII.2.

12. The daily charge per therm for any Excess Storage Gas shall be ten cents (\$0.10) applied to any gas delivered to and stored by Company that results in Customer's Storage Account balance exceeding the MSQ on each such Gas Day that the Storage Account balance exceeds the MSQ.

13. The Daily Excess Injection Charge shall be ten cents (\$0.10) per therm of gas delivered by Customer to be accounted for in the Storage Account for each therm exceeding the MDIQ plus, for such deliveries on a Critical Supply Surplus Day, six dollars (\$6.00) per such therm.

14. For each therm of gas delivered to a Restricted Receipt Point on any Gas Day and not consumed by Customer on such Gas Day, Company shall purchase such gas from Customer, on a tiered basis, as follows:

Deliveries (% of MDQ)	Purchase Price
0% to 3%	100% of the lower of the Daily Price, Common Low or the First of Month Index
greater than 3% to 5%	90% of the lower of the Daily Price, Common Low or the First of Month Index
greater than 5% to 10%	80% of the lower of the Daily Price, Common Low or the First of Month Index
greater than 10% to 20%	60% of the lower of the Daily Price, Common Low or the First of Month Index
greater than 20%	50% of the lower of the Daily Price, Common Low or the First of Month Index

15. The per transaction charge for each Intra-Day 1 Nomination pursuant to Article XI.4 shall be one thousand five hundred dollars (\$1,500.00); provided, if Company

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makes Intra-Day 1 Nomination rights available to customers taking service under its Schedule of Rates, the per transaction charge, if any, shall be as specified in such Schedule of Rates.

16. The per transaction charge for each Intra-Day 2 Nomination pursuant to Article XI.4 shall be three thousand dollars (\$3,000.00); provided, if Company makes Intra-Day 2 Nomination rights available to customers taking service under its Schedule of Rates, the per transaction charge, if any, shall be as specified in such Schedule of Rates.

17. The charge for not providing the notice defined in Articles XII.1 and XII.2 shall be ten thousand dollars (\$10,000) per incident.

**ARTICLE IX
DEPOSIT**

1. In consideration of the rates and services provided in this Contract, on or before April 15, 2002, Customer shall remit to Company by check or by wire transfer in immediately available funds eighty-one thousand dollars (\$81,000.00) ("Deposit"), which shall be held by Company as security for payment of amounts that become due and owing under this Contract.

2. At any time during the term of this Contract that an amount that is due and owing is not timely paid by Customer, Company may draw on the Deposit to the extent required to satisfy the unpaid amount. If, at any time, Company draws on the Deposit to satisfy an unpaid amount, it shall so notify Customer in writing within two (2) Business Days. Within ten (10) Business Days of Customer's receipt of Company's notice, Customer shall remit to Company by check or by wire transfer in immediately available funds sufficient funds to restore the level of the Deposit to no less than eighty-one thousand dollars (\$81,000.00). If Customer fails to maintain the level of the Deposit at no less than eighty-one thousand dollars (\$81,000.00) in accordance with the terms and conditions of this Article IX, Company may suspend service or terminate this Contract pursuant to Article XX.

3. Company and Customer agree that the Deposit is governed solely by the terms and conditions of this Contract. The Deposit is not a deposit as that term is used in the

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Commission's rules and regulations at 83 Illinois Administrative Code Part 280, and such rules and regulations do not govern the manner in which the Deposit is remitted and used pursuant to this Contract.

4. Company and Customer agree that, after the last bill issued under this Contract is paid in full by Customer or such bill is fully satisfied by Company by drawing on the Deposit in accordance with Article IX.2, Company shall return to Customer by check or by wire transfer in immediately available funds the remaining balance, with interest at the rate prescribed pursuant to 83 Illinois Administrative Code Part 280, of the Deposit held by Company.

ARTICLE X ORDER OF DELIVERIES

1. Gas taken by Customer on any Gas Day pursuant to this Contract shall be deemed to be taken in the following order: (a) quantity of Customer-owned gas delivered to a Restricted Receipt Point(s) on any Gas Day; (b) Authorized Overtake Gas; (c) quantity of Customer-owned gas delivered to a Receipt Point(s) other than Restricted Receipt Point(s) on the Gas Day; (d) quantity of gas available for withdrawal from Customer's Storage Account; and (e) Company-owned gas, other than Authorized Overtake Gas.

ARTICLE XI DELIVERY DATA

In order to establish the quantity of Customer-owned gas accepted into Company's system, the parties agree as follows:

1. If Customer elects to submit delivery data by facsimile, then no later than 10:30 a.m. Central Time one (1) day prior to each Gas Day for which Customer has scheduled deliveries by Transporter into Company's system, Customer shall provide Company a nomination in the manner and format required by Company of the quantity of scheduled deliveries to be delivered by Transporter into Company's system for the account of Customer on such Gas Day. If Customer elects to submit delivery data using

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Company's electronic bulletin board, then the applicable deadline is 11:30 a.m. Central Time. Such submission of delivery data shall consist of and be Customer's nomination to Company.

2. If the delivery quantity reported to Company by Customer for any Gas Day does not reconcile with the downstream or upstream quantity reported by a corresponding party, then Company, in its discretion, shall either accept the smaller quantity into Company's system or reject the nomination change if the discrepancy is not reconciled prior to 2:00 p.m. Central Time on the Gas Day prior to the effective Gas Day. Company shall use reasonable efforts to notify Customer or Customer's agent of any such nomination discrepancy as soon as reasonably possible.

3. Customer agrees that delivery data provided in accordance with this Article XI shall be deemed final and binding as between Customer and Company for billing and all other purposes. When delivery data received by Company are insufficient to determine the quantity of Customer-owned gas delivered to Company, then, in addition to any other remedies available to it, Company may, by such reasonable method as it may choose, including by estimation, determine Customer's daily and monthly delivery quantity; such determination shall be final and binding as between Customer and Company for billing and all other purposes. Company shall not be obligated, but shall use reasonable efforts, to accept any retroactive changes in delivery data. Any imbalances, discrepancies or disputes relating to delivery data shall be resolved exclusively between Transporter and Customer. Company shall perform any estimation or allocation of deliveries on a non-discriminatory basis among the transportation customers taking service under its Schedule of Rates or a transportation, storage and balancing service contract.

4. Subsequent to the deadline established in Article XI.1, Customer shall have the right, on any Business Day, to submit two (2) changes to its scheduled deliveries. Customer may submit such intra-day nominations as follows: (a) at or before 9:00 a.m. Central Time of the Gas Day on which the changed nomination is requested to be effective. If confirmed in accordance with this Article XI, such changed nomination shall

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become effective at 5:00 p.m. Central Time on such Gas Day ("Intra-Day 1 Nomination"); and (b) at or before 3:00 p.m. Central Time of the Gas Day on which the changed nomination is requested to be effective. If confirmed by 8:00 p.m. Central Time and otherwise in accordance with this Article XI, such changed nomination shall become effective at 9:00 p.m. Central Time on such Gas Day ("Intra-Day 2 Nomination"). Company shall use reasonable efforts, subject to, *inter alia*, Company's gas supply planning to meet its service obligations, to allow Customer to submit intra-day nominations on non-Business Days, provided that any such intra-day nominations that result in deliveries of Customer-owned gas in excess of Customer's consumption for such Day shall result in the excess deliveries being cashed-out pursuant to the schedule set forth in Article VIII.14. The intra-day nominations must be submitted by facsimile. The intra-day nominations shall be based on a daily quantity and cannot affect the quantity of gas that has already flowed pursuant to any earlier nomination. Customer is solely responsible for coordinating its intra-day nominations with any upstream supplier providing service to Customer such that the intra-day nominations by all affected parties are identical, and any discrepancies shall be resolved in accordance with Article XI.2. If and to the extent Company makes any late or intra-day nomination rights available to customers taking transportation service under generally available service classifications and riders of its Schedule of Rates, Customer shall be entitled to use such rights pursuant to the terms and conditions, including the rate, at which such rights are generally available to Company's customers.

5. Company, by prior written notice to Customer, may revise the deadlines set forth in this Article XI in order to conform to generally applicable deadlines in effect for Company's transportation customers.

ARTICLE XII CONSUMPTION DATA

1. At or before 8:00 a.m. Central Time, on the Business Day prior to the beginning of each Gas Day, Customer shall notify Company's Gas Control Department of its intended use of gas at the Customer Plant. Such notice shall specify hourly and daily

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estimated use. Company acknowledges that Customer's daily and hourly estimates of intended gas use shall be non-binding on Company and Customer. Customer's daily notification shall include a confirmation or update of Customer's anticipated hourly and daily flow of gas for the Gas Day beginning at 9:00 a.m. Central Time of that day and Customer's anticipated hourly and daily flow of gas for the subsequent Gas Day.

2. Customer agrees to notify Company's Gas Control Department no less than one (1) hour prior to any anticipated or known material change in Customer's forecast or actual use of gas. Such notice shall specify an estimate of the changed usage. Any such change by Customer shall be communicated to Company's Gas Control Department by telephone and confirmed by facsimile. For purposes of this Article XII.2, a material change shall mean (a) any change (increase or decrease) of one hundred thousand (100,000) therms per Day from the information that Customer provided pursuant to Article XII.1, (b) Customer plans to start-up the Customer Plant for power generation after advising Company pursuant to Article XII.1 that it did not plan to do so, (c) Customer plans to shut-down the Customer Plant at a time or on a schedule different from that about which it had advised Company, and (d) Customer plans to not start-up power generation from the Customer Plant after advising Company that it planned to do so.

3. Customer's failure to provide the notices required by Articles XII.1 and XII.2 shall result in Customer being liable for: (a) costs actually incurred by the Company, including any commodity charges, transportation charges, imbalance or overdelivery/underdelivery charges and penalties from interstate pipelines, attributable to such failures, and (b) the charge set forth in Article VIII.17.

ARTICLE XIII MEASUREMENT AND PRESSURE

1. Except as otherwise permitted by Article XI or as agreed to by Company, Customer shall deliver gas to the Receipt Point(s), as nearly as practicable, at uniform hourly rates of flow. Any measurement required to determine deliveries to Company of Customer-owned gas at each Receipt Point shall be accomplished by Transporter in

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accordance with the terms of Transporter's FERC Gas Tariff and metering practices applicable to deliveries to Company.

2. Customer is not required to use gas at the Delivery Point at a uniform hourly rate of flow, and Customer shall not be subject to any additional charges for such use at non-uniform hourly rates of flow, except as otherwise set forth herein.

3. Company shall, except as may be excused by an event of *Force Majeure*, as determined pursuant to Article XVIII, deliver gas to Customer at the Delivery Point at a pressure not less than one hundred fifty (150) psig.

**ARTICLE XIV
QUALITY**

1. The Customer-owned gas delivered to the Receipt Point(s) shall meet the minimum quality specifications contained in Transporter's FERC Gas Tariff.

**ARTICLE XV
UNACCOUNTED FOR GAS**

1. Company shall retain, at the time of delivery into Company's system, a quantity of Customer-owned gas representing Customer's proportionate share of unaccounted for gas determined in accordance with Company's Schedule of Rates. Where required by the context, references in this Contract to the quantity of gas delivered to Company shall mean such quantity as reduced by the amount retained by Company pursuant to this Article XV.

**ARTICLE XVI
CONTROL AND POSSESSION OF GAS**

1. Customer shall indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses, including court costs and attorneys' fees, arising from or out of Customer's actions or inactions in connection with the purchase, transportation and storage of Customer-owned gas prior to its receipt by Company at the Receipt Point(s), including balancing or overdelivery/underdelivery charges on Transporter's system. As between the parties to this Contract, Company

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shall be deemed to be in control and possession of the gas deliverable to Customer under this Contract from the time of its receipt by Company at the Receipt Point(s) until its delivery to Customer at the Delivery Point. Prior to Company's receipt at the Receipt Point(s) and at and after Company's delivery to Customer at the Delivery Point, Customer shall be deemed to be in control and possession of such gas. Except as caused by Company's gross negligence or willful misconduct, Company shall have no responsibility with respect to such gas prior to its receipt at the Receipt Point(s) and at and after its delivery at the Delivery Point or on account of anything that may be done, happen or arise with respect to such gas after such delivery. Except as caused by Customer's gross negligence or willful misconduct, Customer shall have no responsibility with respect to such gas from the time of its receipt by Company at the Receipt Point(s) until Company's delivery to Customer at the Delivery Point or on account of anything that may be done, happen or arise with respect to such gas during such time.

**ARTICLE XVII
WARRANTY OF TITLE TO GAS**

1. As between the parties to this Contract, Customer shall hold title to Customer-owned gas at all times.
2. Customer warrants good title to, and that it has the right to deliver, all gas received by Company at the Receipt Point(s) under this Contract, free and clear of all liens, encumbrances and claims whatsoever, and it will indemnify Company and save Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses, including court costs and attorneys' fees, arising from or out of adverse claims of any or all persons to said gas or to royalties, taxes, license fees or charges thereon that are applicable prior to the receipt of such gas by Company.

**ARTICLE XVIII
FORCE MAJEURE**

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1. Neither Company nor Customer shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, other controversies with employees, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery, mains or lines of pipe, line freezeups, failure of gas supply, the order of any court or governmental authority, including any rules and regulations contained in Company's Schedule of Rates, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or some person or concern not a party to this Contract, not within the control of the party claiming suspension and that by the exercise of due diligence such party is unable to prevent or overcome.
2. A failure to settle or prevent any strike, lockout or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.
3. Subject to Article XVIII.2, causes or contingencies affecting the performance by either party shall not relieve such party of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch; nor shall such causes or contingencies affecting the performance of this Contract relieve Customer from its obligations to make payments for any gas stored or transported and delivered under this Contract; nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by facsimile to the other party as soon as possible after the occurrence relied on.

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**ARTICLE XIX
ASSIGNMENT OF CONTRACT**

1. Any company that shall succeed by merger, sale or consolidation to the properties or other material restructuring, substantially as an entirety, of either party shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. A party may assign this Contract to such succeeding party without the other party's consent, but subject to satisfaction of the other party's reasonable credit requirements.
2. Except as set forth in Article XIX.1, any assignment of this Contract shall require the prior written consent of the other party. Customer shall not by assignment alter the Delivery Point set forth in Article I.17.

**ARTICLE XX
SUSPENSION OR TERMINATION FOR NONCOMPLIANCE**

1. If Customer shall fail to comply with or perform any condition or obligation imposed by any provision of this Contract, including failure to make payment when due and providing Company with access to Customer's premises for meter reading and with delivery data, Company may: (a) after forty-eight (48) hours prior written notice to Customer, suspend receipt of Customer-owned gas into Company's system until Customer shall make good such failure; and/or (b) terminate service under this Contract on ten (10) calendar days' prior written notice of Company's intention to terminate service, unless within such ten (10) days Customer shall make good such failure.
2. Upon notice of suspension or termination by Company as provided in this Article XX, Customer shall immediately inform all affected parties of such suspension or termination and make all necessary changes to Customer's arrangements with such affected parties.
3. Transportation and storage service shall be suspended or terminated on the date provided in the notice. From the date of suspension or termination until the date Company agrees to resume transportation and storage service, all quantities of gas delivered to the Delivery Point subject to this Contract, shall be deemed to be

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Company-owned gas. The suspension or termination of service under this Contract shall not release Customer from the obligation to make payment of any amount or amounts due or to become due in accordance with the terms of this Contract. Except as otherwise provided in Article II.2, upon termination of this Contract, any gas remaining in the Storage Account shall be cashed out at an amount equal to the Average AMIP, to be determined by using six (6) monthly AMIPs. Company shall determine the Average AMIP by using two (2) AMIPs in effect for the peak period and four (4) AMIPs in effect for the non-peak period. The peak period shall be defined as the most recent December through February period preceding and including the month of termination. The non-peak period shall be defined as the most recent nine (9) non-peak months preceding and including the month of termination.

**ARTICLE XXI
LIQUIDATED DAMAGES**

1. The parties agree that it would be difficult to ascertain the level of damages to Company were this Contract to terminate early due to Customer's default. Accordingly, the parties agree that the measure of damages set forth in this Article XXI is a reasonable approximation of such damages to Company.
2. If Company terminates this Contract pursuant to Article XX, Customer shall be liable to Company in damages for an amount equal to the product of the number of months remaining in the Contract as determined pursuant to Article II.1 multiplied by the quotient determined by dividing the annual minimum bill set forth in Article VIII.8 by twelve (12).
3. **COMPANY AND CUSTOMER AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES UNDER THIS CONTRACT.**

**ARTICLE XXII
NOTICES**

1. Any written notice given under this Contract may be delivered in hand or mailed

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by overnight mail, registered, certified or ordinary first class mail or communicated by facsimile to the receiving party at the address or facsimile number specified in this Article XXII.

2. Notices and operational communications to Company shall be sent to:

The Peoples Gas Light and Coke Company 130 E. Randolph Drive Manager, Gas Transportation Services 22nd Floor Chicago, Illinois 60601	
Telephone:	(800) 264-8026
Facsimile:	(312) 240-4704

Operational communications to Company shall also be sent to:

Attn:	Gas Control
Telephone:	(312) 240-4754
Facsimile:	(312) 240-4762

3. Notices, Operational Communications and Invoices to Customer shall be sent to:

Exelon Generation Company, LLC 300 Exelon Way Kennett Square, PA 19348	
Attn:	Fuels Desk
Telephone:	1-877-292-2092
Facsimile:	1-610-765-6598
Attn:	Fuels Accounting
Telephone:	610-765-6681
Facsimile:	610-765-7681

with a copy sent to:

Peoples Energy Resources Corp. 150 N. Michigan Avenue 39th Floor Chicago, Illinois 60601	
Attn:	Mr. Daryll Fuentes
Telephone:	312-541-1237 (pager: 877-342-2018)

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Facsimile:	312-762-1634
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**ARTICLE XXIII
CONFIDENTIALITY**

1. Company and Customer agree that the terms and conditions of this Contract, including price and quantity information, shall remain confidential, except for any required disclosure to a court, regulatory body, governmental entity or agency having jurisdiction. In case of such disclosure, the disclosing party shall attempt to obtain an appropriate protective order or enter into an appropriate protective agreement.

**ARTICLE XXIV
GOVERNING LAW**

1. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws. The forum of any litigation shall be the Commission or a state or federal court in Cook County in the State of Illinois.

**ARTICLE XXV
GOVERNMENT REGULATION**

1. Notwithstanding any other provision in this Contract, if any regulatory body, governmental entity or agency having jurisdiction prohibits any of the transactions described in this Contract or otherwise materially conditions such transactions in a form that is unacceptable in the sole judgment of the party affected thereby, then the party so affected may prospectively terminate this Contract immediately by written notice stating the date of such termination.

2. This Contract and all provisions herein shall be subject to all applicable and valid statutes, rules, orders and regulations of any regulatory body, governmental entity or agency having jurisdiction over either party's facilities or services, this Contract or any provisions hereof. Neither party shall be held in default for failure to perform under this Contract if such failure is due to compliance with such statutes, rules, orders and

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regulations of any regulatory body, governmental entity or agency having jurisdiction.

3. Subject to Article XXV.2, should either party by statute, rule, order or regulation be ordered or required to do any act inconsistent with the provisions of this Contract, this Contract shall be deemed modified to conform with such statute, rule, order or regulation. Nothing in this Contract shall prevent either party from contesting the validity of any such statute, rule, order or regulation, nor shall anything in this Contract be construed to require either party to waive its right to assert the lack of jurisdiction of any regulatory body, governmental entity, or agency over this Contract or any party hereto.

4. Each party agrees that should any regulatory body, governmental entity, or agency having jurisdiction require its approval for any transaction under this Contract, then the affected party shall make any necessary applications or filings and shall submit any records or data to the regulatory body, governmental entity or agency so that requisite regulatory authorization may be granted. Neither party shall be responsible for any filing fees or costs incurred by the other. In the event that such authority is not granted, then the parties understand that their mutual obligations under this Contract shall have no force or effect as to the transactions under this Contract and there will be no liability on the part of either party.

ARTICLE XXVI MISCELLANEOUS

1. This Contract is subject to the Terms and Conditions of Service set forth in Company's Schedule of Rates, which Terms and Conditions of Service, as such may be revised by Company from time to time, are incorporated in and made a part of this Contract by reference. To the extent there is any conflict between this Contract and the Terms and Conditions of Service in Company's Schedule of Rates or Riders 2 and TB to the extent they or their successors are incorporated by reference in this Contract, the provisions of this Contract shall govern.

2. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Contract shall not operate as a waiver of any future default or defaults, whether of a like or different character.

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3. This Contract contains the entire agreement between the parties, and except as stated herein, there are no oral or written promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it.
4. Any change, modification or alteration of this Contract shall be in writing, signed by the parties hereto, and no course of dealing or course of performance between the parties shall be construed to alter the terms of this Contract, except as stated in this Contract. Notwithstanding the foregoing, changes pursuant to Articles XI.5 and a change of address set forth in Article XXII must be in writing but need not be signed by both parties hereto.
5. Company and Customer agree that there is no third party beneficiary of this Contract and that the provisions of this Contract do not impart enforceable rights to anyone who is not a party or its assignee permitted under this Contract.
6. The captions in this Contract are inserted for convenience of reference only and shall not affect the construction or interpretation of this Contract.
7. This Contract was developed and prepared by all parties hereto and not by any party to the exclusion of any other.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed in duplicate by a duly authorized representative.

Southeast Chicago Energy
Project L.L.C.

The Peoples Gas Light and
Coke Company

By: Exelon Generation
Company, LLC, its sole
member

By:

/S/ CHARLES P. LEWIS
Charles P. Lewis
Vice President

By:

/S/ DESIREE ROGERS

Desiree Rogers
Senior Vice President

Attest:

Attest:

By: _____

By: /S/ JOHN G. NASSOS
John G. Nassos
Assistant Secretary

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